

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SANTA ANA DIVISION

CREDITOR, Judith Skiba,  
P.O. Box 1016  
Pascagoula, Ms. 39568  
228 369 2070

Case No.  
8:23-bk-10571-SC

RE: Debitor  
LITIGATION PRACTICE GROUP/  
PHOENIX LAW

MOTION FOR CREDITORS' BILL

Comes now, Creditor Judith Skiba, Pro Se, with her *Motion for Creditors' Bill* and states her case as follows:

Edward Hays, Attorney appointed by the Bankruptcy Court argues that Creditor Judith Skiba is not entitled to compensation for harm done to her but only to a refund for services. Attorney Hays claims that Phoenix Law is only a seperate company from Litigation Practice Group and not the same company, so she is not entitled to any compensation. Creditor Judith Skiba argues as follows; in the case of Sunbelt vs. Jiffy Market 106 S.W. 3d 556 (mo. ct. app.2002), it illustrates that a company trying to avoid law suits or judgements, changes its' name to avoid it's responsibilities, is still held accountable for compensation to it's creditors.

In the case of Sansone vs. Mosely, 912 S.W. 2d 666 669 (mo. app. 1995) it points out that a creditor was entitled to pierce the corporate veil and hold shareholder personally liable for judgement obtained against corporation.

Creditor Judith Skiba, in this matter, argues that her exhibits will pierce the corporate veil and hold the Debtor responsible for compensation. Her exhibits in support will show that Phoenix Law is the same company as Litigation Practice Group only changed their name.

#### A Summary Of Phoenix Law

On January 10th of 2023, Phoenix Law established itself with the Secretary of States Office in California as a business, being located in the Howard Hughes building at 6080 Center Dr. Los Angeles, California. (Exhibit A)

In January Litigation Practice Group decided that they needed to file bankruptcy because of the many law suits they were getting. They decided to open another business called Phoenix Law so they would not loose 22,000 clients that they were making money off of. LPG/Phoenix Law did not ever occupy the building to this day. They leased a 6th floor office from Da Vinci who is a leasing company for the Howard Hughes building, but only used the place as a mail drop. In the Creditor's opinion, this location was a "shell company" (*meaning the buisness has walls and a ceiling but no business*), most businesses create a shell company for purpose of illegal activities. LPG/Phoenix Law defrauded the Secretary of the States' office in claiming that they were operating a business there.

LPG/Phoenix Law defrauded the Public in telling them this is where you can locate Phoenix Law and where they were operating at. But 3347 Michelson Dr. #400 Irvine, Ca. 92612-1692 was truly where LPG/Phoenix Law were operating. The definition for fraud in California, Penal Code Section 484 defines fraud as to “knowingly and designedly”, by any false or fraudulent representation or pretense, or defraud an other person of money, labor or real property,

In Exhibit B it will show an manager of Litigation Practice Group who is now working with Phoenix Law, his statements will clarify to who was involved in Phoenix Law. Attorney Carss filed a declaration with the court stating that Phoenix Law was created by Litigation Practice Group. In the past months LPG’s client files were “transferred” from LPG location to Phoenix Law. If Phoenix Law was separate company then these files would be purchased, sold or rented, by another company but none of these files were. And as stated in Attorney Carss’s statements these files were not sold to Phoenix Law they were transferred from LPG. Also, in the Notice of Lodgment of Order in Bankruptcy Court, by Attorney Hays, Exhibit C, it states that on page 26-27 “that alleged transferee of such files”, This only shows proof that LPG is Phoenix Law.

In Exhibit D a copy of the Notice of Sales of Litigation Practice Group, it shows proof that Phoenix Law sent this Notice to Creditor Ms. Skiba and not Litigation Practice Group. If Phoenix Law was a separate company than why would they be sending Notices of bankruptcy out for other companies.

In Exhibit E there are several written complaint of clients with the Better Business Bureau who were transferred from Litigation Practice Group to Phoenix Law without a new contract or any kind of explanation. In this Past year LPG/Phoenix Law had forty-two complaints with the BBB of money taken from them and being abandoned. California Rule of Professional Code Conduct 3-700 (A) (2) and (d) as well as ABA Model Rule 1.16 (d), requires that Attorneys take reasonable steps to avoid prejudice to their clients' rights when a representation ends, including giving the client due notice of termination, allowing time for a client to get other counsel and promptly returning unearned advanced fees and other papers, property of clients that the client be returned. If you are a California Attorney, you are obligated to return clients file. This only proves that Litigation Practice Group and Phoenix Law are only one in the same, they only just changed their name. The transferring files from one company to another without notifying the client would be against ethical standards and breaking the law.

### CONCLUSION

The Creditor Judith Skiba believes that her exhibits has shown cause enough that Litigation Practice Group is the same company that now calls their name Phoenix Law. Creditor Judith Skiba pleads with the Court that she is entitled to compensation for the following:

Breach of Contract and fiduciary duties- During the months that the client Judith Skiba was contracted, nothing was done in her case with her creditors, basically she was abandoned. She called several times asking for copies of cease and desist letters to her creditors and

some kind of proposal, they had nothing. She had creditors calling every day and evenings until it became mentally insufferable.

Defrauding Creditor- Every month Phoenix Law took \$297.00 out of Ms. Skibas' account and not providing any services.

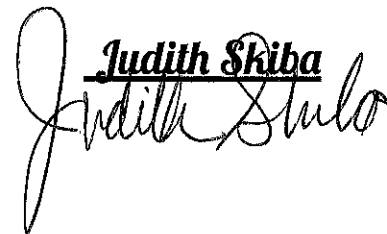
Harming Client's Credit- because client was abandoned and nothing was accomplished with her credit, her credit score has soared to the lowest ever.

Defamation - because of her abandonment, her creditors will not give her any future loans or be able to finance anything because she is labeled as an insolvent.

Ms. Skiba pleads with the Court for twenty thousand dollars (20,000.) for the harm that has been done.

Judith Skiba  
P.O. Box 1016  
Pascagoula, Ms. 39568  
228 369 2070

September 1, 2023

Judith Skiba  


Certificate of Service

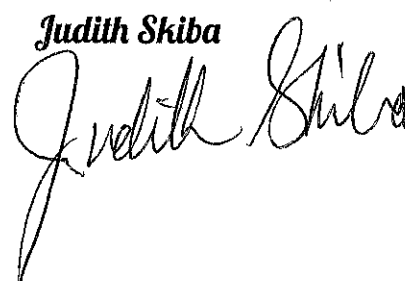
I hereby certify that on 1st day of September a copy of *Motion for Creditors' Bill* was filed in Dropbox of the California Bankruptcy Court for the Central Division. Service by email was sent to:

christopher.ghio@dinsmore.com

christopher.celentino@dinsmore.com

Ehays@marshackhays.com

September 1, 2023

Judith Skiba  


9/1/23, 1:00 PM

Search | California Secretary of State

California  
Secretary of State

Business

UCC

Login

Phoenix Law PC (5426860)

Home

Search

Forms

Help

## Business Search

The California Business Search provides access to available information for **corporations, limited liability companies and limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

### Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, a **basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name

[Skip to main content](#) State



#### Request Certificate

Initial Filing Date	01/10/2023
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Not Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - Professional
Principal Address	6080 CENTER DRIVE 6TH FLOOR LOS ANGELES, CA 90045
Mailing Address	6080 CENTER DRIVE 6TH FLOOR LOS ANGELES, CA 90045
Statement of Info Due Date	01/31/2024
Agent	Individual NO AGENT AGENT RESIGNED OR INVALID



View History



Request Access

Exhibit  
A

Christopher B. Ghio (State Bar No. 259094)  
Christopher Celentino (State Bar No. 131688)

**DINSMORE & SHOHL LLP**  
655 West Broadway, Suite 800  
San Diego, CA 92101  
Telephone: 619.400.0500  
Facsimile: 619.400.0501  
[christopher.ghio@dinsmore.com](mailto:christopher.ghio@dinsmore.com)  
[christopher.celentino@dinsmore.com](mailto:christopher.celentino@dinsmore.com)

Proposed Special Counsel to Richard A. Marshack

**UNITED STATES BANKRUPTCY COURT**

**CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

In re:  
  
THE LITIGATION PRACTICE GROUP P.C.,  
  
Debtor.

Richard A. Marshack,  
  
Plaintiff

v.

TONY DIAB, an individual; DANIEL S.  
MARCH, an individual; ROSA BIANCA LOLI,  
an individual; LISA COHEN, an individual;  
WILLIAM TAYLOR CARSS, an individual;  
ENG TANG, an individual; MARIA BEYA TAN,  
an individual; JAKE AKERS, an individual; HAN  
TRINH, an individual; JAYDE TRINH, an  
individual; WES THOMAS, an individual;  
SCOTT JAMES EADIE, an individual; JIMMY  
CHHOR, an individual; DONGLIANG JIANG,  
an individual; OAKSTONE LAW GROUP PC;  
GREYSON LAW CENTER PC; PHOENIX  
LAW GROUP, INC.; MAVERICK  
MANAGEMENT, LLC; LGS HOLDCO, LLC;  
CONSUMER LEGAL GROUP, P.C.; VULCAN  
CONSULTING GROUP LLC; B.A.T. INC. d/b/a  
COAST PROCESSING; PRIME LOGIX, LLC;  
TERACEL BLOCKCHAIN FUND II LLC;  
EPPS; EQUIPAY; AUTHORIZE.NET; WORLD  
GLOBAL; OPTIMUMBANK HOLDINGS, INC.  
d/b/a OPTIMUM BANK; MARICH BEIN, LLC;  
BANKUNITED, N.A.; REVOLV3, INC.;  
FIDELITY NATIONAL INFORMATION

Case No.: 8:23-bk-10571-SC

Adv. Proc. No. 8:23-ap-01046-SC

Chapter 11

**DECLARATION OF TY CARSS**

Date: June 12, 2023  
Time: 1:30 p.m.  
Judge: Hon. Scott C. Clarkson  
Place: Courtroom 5C  
411 W. Fourth Street  
Santa Ana, CA 92701

Exhibit  
B

SERVICES, INC. d/b/a FIS; WORLDPAY, INC.;  
WORLDPAY GROUP; MERIT FUND, LLC;  
GUARDIAN PROCESSING, LLC; THE  
UNITED STATES POSTAL SERVICE; and  
DOES 1 through 100, inclusive,

Defendants.

I, William Taylor "Ty" Carss, declare:

1. I am an attorney duly admitted to practice before all of the Courts in the State of California, United States District Court for the Central District of the State of California. I make this Declaration of my own personal volition and based upon my personal knowledge, except as to those matters based upon information and belief, and as to those matters, I believe them to be true.

2. In late October 2022, I was hired by Tony Diab to work for a Law Firm called Gallant Law Group ("GLG"); the head attorney of GLG was in Pennsylvania, but the operations were here in Irvine, California. I was the onsite attorney and was to provide legal advice, help manage the "law firm," and represent California clients in either litigation or in bankruptcy. In January 2023, the business nearly came to a halt and the CRM (Debt Pay Pro) that we employees used was taken away. Mr. Diab stated that there was a disagreement between the people that ran GLG, and we were parting ways. Even though things were slow during this down period, I was told that business would be ramping up quickly. A few weeks were spent in limbo, and then Mr. Diab floated the idea of starting a new Law Firm. The name Phoenix Law was settled on, and in early February 2023, on a Monday night around 10:00 pm, Mr. Diab called me and asked if I would be the Managing Attorney of Phoenix Law (because I was doing such a great job and was well-liked in the office). Thinking back now, it seems like a haphazardly way to pick a new Head Attorney – although it was Mr. Diab's normal operating protocol to call and text very late at night – but given the necessity for Mr. Diab to hurriedly offload the Litigation Practice Group ("LPG") clients, thinking back now, it makes sense.

3. My understanding as Managing Attorney of Phoenix Law was that we were going to get a portion of the GLG clients and start onboarding new clients through marketing affiliates. The Corporation was set up in my name, and we started working under the Phoenix Law banner. Within

///



1 a few weeks, thousands upon thousands of LPG clients were “dumped” onto Phoenix Law; Mr. Diab  
2 was correct, things got really busy overnight.

3 4. Prior to the “transfer” of LPG clients to Phoenix, all I knew about LPG was that Mr.  
4 Diab supposedly ran the administrative operations, and that it was “winding down” its business (i.e.,  
5 not taking on new clients and would operate until its current clients had completed their terms.)

6 5. I was never informed about the LPG clients coming to Phoenix Law – it just happened.  
7 If a Legal Agreement exists between Phoenix Law and LPG, I have not seen it.

8 6. I do not know if Mr. Diab’s scheme was already in motion back in October 2022 when  
9 I was hired; but as things progressed, I should have realized sooner that I was being duped. Notably,  
10 during a “town hall” meeting with all the employees of Phoenix Law, Ms. Loli introduced me to the  
11 whole group as the “fall guy.” I really enjoy working with the employees of Phoenix Law and trying  
12 to help the clients the best we can – I thought as a team, if we always chose to do the right thing by  
13 the clients, we could make this enterprise work.

14 7. While Mr. Diab has not interfered with or acted as legal counsel for or within Phoenix  
15 Law (as far as I know), he has continued to assert management and control over the operations,  
16 hirings, and most importantly, the finances. All expenditures must be approved by Mr. Diab. We all  
17 know that to be true.

18 8. While I will provide more specifics and details to the Court over the coming days,  
19 there are several matters which deserve the Court's attention today:

20 a. First, since being served with the Court's TRO on June 2, 2023, and  
21 understanding then the falsehoods around which Mr. Diab's con was based, I have been cooperating  
22 with the Trustee and his investigative team 100%. I have instructed the employees in the premises of  
23 Phoenix to cooperate as well.

24 b. Second, my most important concern today is for the tens of thousands of  
25 consumer customers who originally were customers of LPG, and who -- through the machinations of  
26 Mr. Diab and his insider team -- have been shifted from LPG to and through multiple different law  
27 firms without their consent. The overwhelming majority of the consumer clients in the database  
28 (discussed below) are legacy LPG clients. I support some form of orderly transition under the

1 guidance of the Trustee to secure adequate and lawful representation of those consumers -- this time  
2 with their consent -- to ensure their situation is not worsened, and to provide some hope of economic  
3 recovery for damages caused by the prior representation of Mr. Diab's many entities.

4 c. Third, the CRM databases utilized by the current Phoenix and Greyson  
5 practices contain the historical data of all LPG clients who have been migrated to these entities from  
6 LPG. The original CRM was a hosted database from Debt Pay Pro, an entity I understand is  
7 cooperating with the Trustee. After the loss of use of Debt Pay Pro, development of a new CRM  
8 named "Luna" was ramped up to allow the various law firms operated by Mr. Diab to provide services  
9 for the LPG clients. Luna was likely released too soon as it appears to be a compromised version of  
10 Debt Pay Pro. Luna does appear to contain a complete copy of the data from the former Debt Pay  
11 Pro database. Much of Luna's development has occurred at Phoenix Law, and Mr. Diab may have  
12 been involved in the financing of it.

13 d. Fourth, some observations on the recent (since the bankruptcy filing) of the  
14 rise of another law firm, Greyson Law. I am informed that Mr. Diab's confidante, Han Trinh is the  
15 "face" of the operation as the Lead Manager, and her sister, Jayde Trinh, serves as the lead attorney.  
16 I am informed and believe that Han Trinh is on Greyson payroll for \$300,000 and Phuong "Jayde"  
17 Trinh -- who is in her second year of legal practice -- is on the payroll for \$500,000 per year. Prior  
18 to the filing of the Bankruptcy Proceeding, the majority of the former contract lawyers working for  
19 LPG were also transitioned first to Gallant (and maybe Oakstone) and then as contract lawyers for  
20 Phoenix. When legal services were required in states outside California, Phoenix would assign the  
21 legal case of one of those contract lawyers, on a 1099 basis, to handle the case for a set fee. On March  
22 20, 2023, it appears that Greyson signed its first client, who was a former client of Oakstone Law, the  
23 entity to which the clients not transitioned to Gallant law were transitioned by Mr. Diab before being  
24 transitioned then to Phoenix. A copy of that client's new Fee Agreement with Greyson is in the Luna  
25 database. It appears that all the 48 "clients" of Greyson are former LPG, Gallant, Oakstone, and/or  
26 Phoenix clients; of the 48 such clients, 42 of them remain "active" in the Luna database as Phoenix  
27 clients. Since March 20, 2023, when Phoenix reached out to the attorney network to secure  
28 representation for Phoenix clients, Phoenix is informed that the attorneys are now salaried employees

1 of Greyson, and that Greyson will invoice Phoenix for such work. Those invoices from Greyson have  
2 now increased the expenses to Phoenix for such services and are now invoiced at a 167% increase to  
3 Phoenix. It is readily apparent that the rise of Greyson is designed to compete with, and siphon money  
4 away from, Phoenix.

5 e. Finally, a few preliminary comments about the affiliates PrimeLogix and  
6 Maverick Management. After the Trustee was appointed, Mr. Diab informed me that he would  
7 present to the Trustee an agreement for Phoenix Law to be the successor to LPG, but which has yet  
8 to materialize. I am informed and believe that PrimeLogix and Maverick are operated (and allegedly  
9 owned) by Mr. Diab's confidante, Rose Bianca Loli. I do not believe Ms. Loli operates without  
10 specific instruction from Mr. Diab.

11 I declare under penalty of perjury under the laws of the state of California that the foregoing  
12 is true and correct, and that this declaration is executed on this 11th day of June, 2023 at  
13 Escondido, California.

14  
15   
16 William Ty Carss  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

on the Closing date that arise from, relate to, or are generated as a result of, the assumption, assignment and/or reformation of the consumer client LSAs (defined below) and the underlying obligation to deliver services including legal services and for which such services were actually delivered, by or for Debtor and any alleged transferee of such files including, but not limited to: Phoenix Law, PC, and Oakstone Law Group, PC. The sale of such Receivables shall comply with all applicable laws including the notice to client requirements applicable to the sale of a law firm, as further described below. Failure to transfer any such Receivables because of the refusal of one or more clients to consent to the transfer, assumption, assignment and/or reformation of any LSAs shall not represent a condition precedent to Buyer's performance of its obligations, or otherwise permit Buyer to terminate this Agreement;

(4) The Estate's interest in prepaid expenses, deposits, and advances only as identified on Exhibit "A-4" ("Prepayments"). The Prepayments specifically do not include any funds received by the Debtor or Seller prior to the Closing Date from any source including but not limited to ACH processing of consumer client accounts pursuant to a legal services agreement entered into by a consumer client and the Debtor ("LSA" and collectively, the LSAs");

(5) The Estate's interest in the LSAs only as identified on Exhibit "A-5" subject to the consumer clients' right to opt out of the assumption, assignment and transfer of their respective LSAs to Buyer by serving a timely Opt-Out Notice as set forth herein and in the Sale Order. The inability to transfer any Property or LSA to Buyer because of the refusal of one or more clients to: (i) consent to the transfer of their file to Buyer by serving an Opt-Out Notice; or (ii) sign an amended LSA with Buyer in the form attached as Exhibit "A-5" ("Modified LSA") shall not represent a condition precedent to Buyer's performance of its obligations, or otherwise permit Buyer to terminate this Agreement;

(6) The Estate's interest in the intellectual property owned including, but not limited to, patents, copyrights, trademarks, trade secrets, telephone numbers, data, and the server on which such intellectual property is stored and maintained, and any and all logins and related passwords ("Intellectual Property"), including, without limitation, Intellectual Property, as identified on Exhibit "A-6." Buyer agrees to provide Seller and his agents with any data, documents, or electronic records or files on purchased computers and equipment within two business days after request, which request shall be made via email to Buyer and Buyer's attorneys. This shall include logins and passwords for e-mail and other outside accounts used by Seller which shall be provided to Buyer by the Closing Date, or as soon thereafter as available to the Seller. An agreement as to what constitutes material covered by this Section 1(a)(6) is a material term of this Agreement and is subject to an express contingency removal;

(7) The Estate's interest in the pending applications, authorizations, and licenses relating to the Property including, but not limited to the agreements in connection with administrative, promotion, advertising, and marketing services related to destination management services provided as a marketing cooperative (inasmuch as same are terminable in the event of a sale of the assets to a "competitor" these do not appear to have significant value) only as identified on Exhibit "A-7" (collectively, the "Assumed Permits"). Seller's obligation to transfer any Assumed Permits is to the extent assignable or transferable in accordance with the terms and conditions of such permits and/or pending applications therefore or applicable law;

Exhibit  
C

7/15/23, 5:21 AM

Yahoo Mail - Service of Notice of Sale of Litigation Practice Group

## Service of Notice of Sale of Litigation Practice Group

From: no-reply@phoenixlaw.co (no-reply@phoenixlaw.co)

To: skibajudith@yahoo.com

Date: Thursday, July 13, 2023 at 01:44 AM CDT

Dear Consumer Client of Litigation Practice Group:

We are special counsel to Richard A. Marshack, Chapter 11 Trustee of the Bankruptcy Estate of the Litigation Practice Group P.C. ("LPG"), pending in the United States Bankruptcy Court for the Central District of California - Santa Ana Division, as Bankruptcy Case No. 8:23-bk-10571-SC. LPG is the law firm with whom you have entered into an agreement. Faced with demands from creditors, LPG filed its bankruptcy on March 20, 2023. On May 8, 2023, the court approved the appointment of Richard Marshack as the Chapter 11 Trustee (the "Trustee") for LPG. The Trustee was appointed to investigate the former management's operations of LPG; in short order, the Trustee procured a Preliminary Injunction against former management's concerted effort to harm the business.

The Trustee's approach has been focused on actions designed to protect consumer clients like you, and to procure a fund from which claims of such consumers can be compensated pursuant to applicable bankruptcy law, and as provided by the Court.

To ensure there are funds available to pay claims of clients, the Trustee has proposed a sale of the LPG business to a new law firm - recognizing that you were informed by former management of the "transfer" of your representation prior to the Trustee's appointment - which new law firm has obligated itself to operate on your behalf in accordance with all applicable laws, and to provide appropriate services to you as a consumer client. The proposed sale is subject to overbid, meaning that other potential buyers can come forward to try to become the court-approved buyer.

The court has set a hearing to consider and potentially approve the sale for Friday, July 21, 2023 at 10:00 a.m.

Please use this [link](#) to download the pleadings filed with the Court by the Trustee. You should read the documents and seek your own legal counsel as you may feel appropriate. Trustee cannot give you legal advice.

The Trustee believes the proposed sale, if approved and closed, provides the following relevant to you:

First, you will be offered the opportunity to agree to be represented by a new law firm without the stigma of the hiccups and prior practices of LPG's former management, the parties against whom the Trustee has secured a Preliminary Injunction enjoining wrongful conduct.

Second, the sale will likely produce a fund from which consumer clients who were harmed by former management's role can file claims for compensation and from which such allowed claims can be paid. Third, you have ninety (90) days from the date of the sale to either (1) "opt out" of further representation by the new law firm, recognizing that doing so will cancel your contract for services; or (2) you will offered a new 'cured' contract with the new lawyers to be signed by you, and to allow for services to be performed on your behalf.

Fourth, the Sale Motion employs a mechanism for continued monitoring of the operations of the buyer firm to determine that they are in fact complying with law and properly servicing your account.

If you have any questions, please reach out to [Dinsmore.CA.Service@DINSMORE.COM](mailto:Dinsmore.CA.Service@DINSMORE.COM) or 619-400-0484, and we will do our best to respond. Email is likely to receive a faster response.

Lastly, if you have any objection to the proposed sale as set forth in the pleadings, you should retain counsel to submit a formal objection to the Bankruptcy Court, as set forth on page 2, lines 15-16 of the SCHEDULING ORDER ON THE MOTION OF TRUSTEE RICHARD A. MARSHACK FOR ENTRY OF ORDER (A) APPROVING SALE, SUBJECT TO OVERBID, OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS PURSUANT TO 11 U.S.C. § 363(b) AND (B) APPROVING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND OTHER AGREEMENTS, FILED JULY 7, 2023 [DK. 191] which you can review by accessing same in this [link](#).

Exhibit D

7/15/23, 5:21 AM

Yahoo Mail - Service of Notice of Sale of Litigation Practice Group



Dinsmore & Shohl LLP - Legal Counsel  
655 West Broadway  
Suite 800  
San Diego, CA 92101



LPG - Notice of Sale of Estate Property.pdf  
578.6kB



0195 - Order Setting Hearing.pdf  
271.2kB

7/28/23, 9:01 PM

Phoenix Law | Reviews | Better Business Bureau® Profile



Exhibits E

Not BBB  
Accredited

Customer Reviews  
Phoenix Law  
Lawyers

[View Business profile](#)

## 28 Customer Reviews

Alton G



07/17/2023

I was with LPG paying over \$551.09 a month almost a year and then without notice switched to Phoenix Law pc. I called Phoenix law after a month from recieving an email saying they took over the account and would call me in a day or so. When I finally talked to them they said they were gonna continue the plan and all looked really good, but no specifics were discussed just vague responses. Now 2 months later the don't even answer calls. You get put on hold for a half hour and then they hang up. Now I'm being taken to court by creditors. LPG and Phoenix Law PC are both scams.

Judy B



07/17/2023

I try to call Phoenix Law about my account with them and they never answer their phone but they are there to with draw my money out of my account Are they for real what is going on. thank you \*\*\*\*\*

Niloofar B



07/16/2023

I was told that I qualified for a loan to pay off my credit cards and told not to pay on them because it would be easier for LPG to dispute charges of hidden fee that are charge on your credit cards. My credit score went from a 600 to a 400. I have had many calls to them. Then I

7/28/23, 9:01 PM

Phoenix Law | Reviews | Better Business Bureau® Profile

got transferred to Phoenix law without my knowledge and permission. Im paying them \$350 a month for almost a year to find out that they don't pay off your credit cards that is a to pay attorney's to only dispute and I still have all my creditors calling me and now I'm even further behind. I am so disappointed that I am right back where I started or worse! I got emails from some companies trying to help us to \*\*\* them so Im going to stop the payments and take legal action.

Kattherine A



07/11/2023

I was miss represented. I was told that I qualified for a loan to pay off my credit cards and told not to pay on them because it would be easier for Phoenixlaw to dispute charges of hidden fee that are charge on your cret cards. My credit score went from a 620 to a 400. I have had many calls to them. Now I am finding out I have paying them 250 dollars a month since March to find out that they don't pay off your credit cards that is a to pay attorney's to only dispute and I still have all my creditors calling me and now I'm even further behind. I am so disappointed that I am right back where I started or worse and now have to work 2 jobs to maintain my monthly bills.

Jessica F



07/07/2023

PLEASE BE WARNED - DO NOT WORK WITH PHOENIX LAW or any of their associates or subsidiaries, If you have read any of these reviews, you will see a pattern. Like many others, I was transferred to Phoenix Law after \*\*\*\*\* Group (LPG) went under. I had no idea who they were and they just started taking money from my account. After drilling down I realized it was in the same amount as my previous contract with LPG, despite no agreement. I finally found thru research some basic information needed to contact them and have been stuck in a loop ever since. My final payment is today for the contract I originally started with \*\*\*\*\* . I have a very lengthy backstory and paid over \$15k to \*\*\*\*\* / LPG / Phoenix Law. I have documentation, records, and notes. There are so many of us that have been taken advantage of by this group - by people we trusted to help us. The people you are robbing of their hard-earned money are people already struggling. My husband and I have worked 2 jobs for several years now trying to get out of debt caused by medical issues years back. Despite all our payments we've been sued multiple times, for amounts well above our original debts (for late fees and missed payments from when this company 'took over our accounts for us'). These companies "change" or "transition your files" so they can continue to get away with it. Someone must hold them accountable for this fraud.

Peter B



07/07/2023

I have owned a law firm in \*\*\*\*\* for almost 15 years named Phoenix Law. Over the last several



7/13/23, 8:04 AM

Phoenix Law | Complaints | Better Business Bureau® Profile

**Status:**  
Answered

Exhibits E



**Initial Complaint**  
06/08/2023

I was sent mail from pointbreak financial for debt consolidation. Upon talking to someone there. I was given an amount to pay which was \*\*\*\*\* everymonth. Well then they connected me with Galant law. I was told they would contact my creditors. From the beginning of January nothing has been done creditors told me that they were never contacted. In march when I one of the creditors took legal action and I called to let them know. I was told that my account was sent to \*\*\*\*\* without me knowing. I let them knew what was going on. About a week later I get a call talking about they would represent me at court. But I would have to pay additional fees. I cancelled services and asked for a refund. To which I did not get. I also reached back out to point break and told them what was going on. As 06/06/ 2023 I spoke with a representative that told me that phoenix is not answering there phone calls. Have done alot customers the same way.



**Business response**  
06/19/2023

We appreciate the opportunity to respond to her concerns.  
We have investigated the customers complaint and our legal team will reach out for a resolution immediately.

**Complaint Type:**

Problems with Product/Service

**Status:**

Answered



**Initial Complaint**  
05/26/2023

I previously filed a complaint on 4/17/2023 (case #\*\*\*\*\* ) against \*\*\*\*\* which changed to \*\*\*\*\* Practice Group, for debt resolution services. Since filing my complaint I was told by BBB that LPG filed for bankruptcy. However I got a voicemail on 4/11/2023 from a "new" law firm, Phoenix Law, saying they took over from LPG. I contacted them on 5/8/2023 after I received the BBB's response to my prior claim to see if what they were claiming was real or not. They claimed again to have taken over all of LPG's accounts/contracts and that they would continue to represent me. I was assured that they were a serious law firm and that my accounts would be properly dealt with and in a timely manner. I was asked to sign a power of attorney e-document straight away, to have representation as soon as possible. I was to be contacted for a full debrief of my accounts and next best options within the following 24 hours. I asked for a written report, instead of a call for tangible proof of what he was claiming. This never happened and this alerted me to a repeating mode of operation similar to what LPG had done before. I also sent them the attached notice of court order to appeal the judgement that LPG failed to represent me as per their contractual obligations. Nobody acknowledged or

7/13/23, 8:04 AM

Phoenix Law | Complaints | Better Business Bureau® Profile

reverted back to me as promised. Finally, today 5/25/2023 I called back in response to a voicemail left yesterday. The person I spoke with had nothing factual to say or prove that they were serious in their claims, instead leading me nowhere. I called them out, and stated that I wanted a full refund of the total amount I had already paid to LPG \$22,197.71. They swiftly terminated my agreement and told me to contact them in 24/48 hours to get a status on my refund request. I do not trust that they will refund me and am asking for your support to get my monies and to investigate their conduct which I believe to be a renewed ploy from LPG under a new name to scam other victims.



**Business response**  
06/05/2023

We appreciate you bringing this issue to our attention and we are very grateful for the opportunity to respond. Your concern is escalated to our legal team for review and someone will reach out to you immediately to help you resolve all your concerns. We apologize for any inconvenience this has caused you and we look forward to providing you with further assistance.

#### **Complaint Type:**

Problems with Product/Service

#### **Status:**

Answered



**Initial Complaint**  
05/22/2023

I've been paying LPG initially over 700 dollars and went down to over 500. I have only 2 payments left. I almost paid them total of \*\*\*\*\* but they did not do anything with my account. They charging full charges and Im getting judgement and garnishment. Now they transferred my account to \*\*\*\*\* . I gave them a call and theyve been giving me the run around for a month now. I talked to 2 people \*\*\*\*\* and \*\*\*\*\* and they just keep saying legal department will call me back but Ive been waiting for weeks. I requested a refund and I was told they cannot promise that and my payment will be a waste of money if I cancel them now. This business is trying to get money for the people already struggling. Im seriously thinking theyre a scam. For that amount of money. They did not do anything to fix my debt.



**Business response**  
05/26/2023

Our records indicate that the client has been assisted with her concerns by management. Adjustments were made to her account and a detailed update was handled by our legal department for further clarification. The client understood and we look forward to the successful completion of her program.

7/13/23, 8:04 AM

Phoenix Law | Complaints | Better Business Bureau® Profile

world. \*\* as the managing attorney of a business that you came in stole and took credit for I cannot wait to reach out to the state bar and provide my many concerns along with these emails. This provides enough facts that YOU all are stealing from me. \*\* as an attorney like I told you before this should all be done off of facts and not feelings and emotions like \*\*\*\* is basing everything on. Stop stealing and give me my money. I am now requesting to be compensated for every day that I have waited to receive my money that you guys stole from me as if I am some uneducated slave that you can take advantage of!

---

**Complaint Type:**

Problems with Product/Service

**Status:**

BBB unable to locate business



**Initial Complaint**

06/23/2023

I paid \$4,200 for debt Resolution and my case has been transferred to two other law firms and nothing has been done I can not longer reach the law firm and my debtors are sending emails.

---

**Complaint Type:**

Problems with Product/Service

**Status:**

BBB unable to locate business



**Initial Complaint**

06/21/2023

may 3,2023 and june3,2023 for the amount of 594 total. Phoenix law did not fulfill their agreement that I paid for. They scammed me for money and didnt do anything for it.

---

**Complaint Type:**

Problems with Product/Service

**Status:**

Answered



**Initial Complaint**

06/15/2023

I have been dealing with LPG since 2/7/22. They have been taking \$347.78 every month from me and I have seen nothing to fix my credit and no one has reached out to even say that we are in litigation to have my debt resolved. The last three months I have been double charged and this put me behind in my daily living. Times are hard enough and these people claimed they wanted to help. From what I gather this company and Phoenix Law are the same company. There was no notification that a change was being made, now every month this

7/13/23, 8:04 AM

company pulls money twice and when I talk to the bank, they tell me its the same company and routing number. These people need to be stopped.



**Business response**  
06/19/2023

Phoenix Law is currently reviewing the customer's concerns and will contact them once the review is completed.

**Complaint Type:**

Problems with Product/Service

**Status:**

Answered



**Initial Complaint**  
06/12/2023

I was working with LPG law and received frequent correspondence and they were actively helping with my debt resolution. I was then transferred to Oakstone and now Phoenix Law and since then not one of my accounts has been handled by them. I am now being sued by a creditor, have already been sued by one and another one is threatening same. I am literally living in a nightmare with no way out. I am requesting that I get a status update on my accounts and when they were last dealt with. I am also requesting money back due to failure to resolve my accounts that I was forced to now pay in full from the court. This is NOT what I signed up for.



**Business response**  
06/22/2023

Thank you for bringing this matter to our attention. Our legal team spoke to the client and explained about the transition. Per the clients contract, it stipulates the client is only eligible for a refund, if at the end of the term her account was not resolved. However, due to LPG filing for bankruptcy, her account would have to go under review. She was also informed that in her contract it explains the possibility of receiving a lawsuit, and she would be legally represented per her contract. But also, her contract clearly states should she cancel, then she loses the privilege of legal representation, and would have to represent herself. The client understands and wants to represent herself. The cancellation letter and revocation for the \*\*\* clause is already sent as well.

**Complaint Type:**

Billing/Collection Issues

7/28/23, 9:01 PM

get us our money back that was taken without our permission. As of today we still haven't received our money, our lawyer if involved now. I'm hoping this will be resolved soon as it has surely put a hard ship on our family. We work too hard to have money taken so easily by someone and it's almost impossible to get what's ours to begin with back to us. Not a good way to do business for sure!!! I would give this company a -0 if I could!!

Kenneth W



06/20/2023

This law firm illegally remove money from my bank account.



06/22/2023

### Phoenix Law Response

We appreciate the opportunity to respond to his concerns. We have investigated the customers complaint and our legal team will reach out to the client for an amicable resolution. We sincerely apologized for any frustration this has caused.

Shellie F



06/17/2023

I was originally working with LPG from January 2021 till February 2023. then LPG transferred me with no authorization to \*\*\*\*\* Group, I never had anyone from OLG reach out to me until I had a fraudulent charge of \$123.26 from them on April 19th, 2023, I spoke with a representative of OLG and they told me I will be refunded the amount and the overdraw fee of \$35 within 10 business days. on the 11 business day, my contract was transferred yet again with no notification from Phoenix Law on 05/28/2023. they tried to withdraw money out of my account without contacting me and again in 06/07/2023 this is when I have closed my account before they they have tried it again. OLG and PL from the number that I had on file with them and both of the numbers kept being sent to the voice mail of PL to find out what was going on. I had to call from a family member's phone and the call went through. I informed PL that I wanted to cancel due to a lack of communication and that I was tired of being thrown around from company to company. I told him I want my money back to cancel. PL said that I was not due any refund because I was not in the program long enough, when I was originally with LPG there was no minimum length of stay in their contract and I have it in writing. I have made 38 payments of \$123.26 I want my \$4683.88 back. So please help me get it back. They havent closed my account down on and I would like to see that it is done and them sending me my money back due to non of the accounts where paid for and closed..

### Customer Review Rating

7/28/23, 9:01 PM

months I have received several hundred calls from upset clients of this company. I have tried to reach out to them to see how I could help their clients and no one would ever call me back. My firm has been receiving negative reviews and complaints because consumers cant find this company. From talking to several hundred of there clients, I would exercise extreme caution using this company.

Deb A

07/06/2023



I also started out with LPG law. In February, I was notified of being transferred to \*\*\*\*\* . I never received a call from them. In March, I was served paperwork for court proceedings to one of my accounts. Could not get in contact with LPG. Contacted Oakstone law by email and phone. No response. About 3 weeks later i get an email from an Attorney who was going to represent me, and that \*\*\*\*\* referred him to me. He did represent me. I still never heard anything from Oakstone. Then I get an email I have been transferred to Phoenix Law. I've tried contacting them by email and left messages. No response. When I was served the paperwork for court, I put an immediate stop to my payments to LPG. End of June, they attempted to withdraw money, but it was denied to them. I'm in worse financial shape now since joining LPG, than i was before. They did not fix anything for me as promised. I've paid \$517/month for 2 1/2 years. What a waste of money. I know I'm not going to get a refund, but I want to discontinue whatever they are supposed to be doing for me. I'm not paying them anymore. I need to figure out what to do with my debt now. I'm being contacted by Debt Collectors. If I could give these companies a zero star, I would. I've been scammed out of alot of money. This is fraud. I want to discontinue whatever LPG/Oakstone,Phoenix law was/is supposed to do for me. I'm terminating my so called financial relationship with these companies. do not do business with these companies. They make things worse. and they don't want to contact you or return phone calls or emails.

William B

06/25/2023



We started out with LPG for debt consolidation. After about a year down the road we decided to go a different route so we contacted LPG and told them we were going a different route in our debt situation and we were cancelling. All went well, or so we thought. Several months later we have these charges at our bank where money has been taken out of our account by some name we didn't recognize. We went to our bank and disputed the charges and by then overdraft fees. The bank gave us a phone number to call, so we called the number only to find out who we were dealing with (LPG) had sold out to Phoenix Law. Well, LPG failed to let Phoenix Law know that our account had been cancelled and was not longer valid for over 6 months. We finally, after multiple attempts, messages left, and more calls to Phoenix Law to refund us our money finally got to speak to someone. After going back and forth for almost a month playing phone tag got to speak to someone. Well that someone didn't know what we were talking to kept transferring us to different one's which by the way didn't know what they were doing or what was going on. After over a month we finally got ahold of a lady that said she seen where our account had been cancelled for over 6 months and didn't know why money was taken out of our bank account. So we finally had to get out lawyer involved just to try and